

March 6, 2007

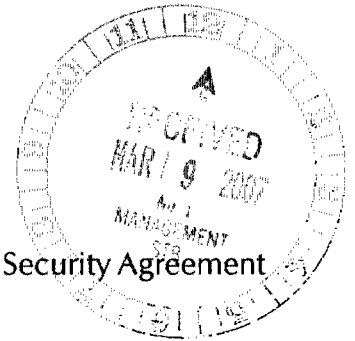
RECORDATION NO. 23905-F FILED

**Nathan
Sommers
Jacobs**

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

MAR 09 '07 -4 47 PM

SURFACE TRANSPORTATION BOARD



Re: Recordation of Fourth Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 23905.

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a third amendment to security agreement dated as of February 22, 2007 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association
(formerly known as Southwest Bank of Texas, N.A.)
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

United Rail Partners, Ltd.
3355 West Alabama, Suite 110
Houston, Texas 77098

A description of the equipment covered by the Security Agreement is as follows:

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the

A Professional Corporation
ATTORNEYS AND COUNSELORS
2800 POST OAK BOULEVARD 16TH FLOOR
HOUSTON, TEXAS 77056-6102
MAIN: 713.960.0303

DIRECT: 713.892.4863 | FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(d) all rights, remedies and privileges of Debtor to enforce the Leases;

(e) all other general intangibles of Debtor arising from or relating to the Leases; and

(f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Fourth Amendment to Security Agreement to appear in the index is as follows:

Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003, Second Amendment to Security Agreement dated as of October 31, 2003, Third Amendment to Security Agreement dated as of April 30, 2006 and Fourth Amendment to Security Agreement dated as of February 22, 2007 between Amegy Bank National Association (f/k/a Southwest Bank of Texas, N.A.), Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and United Rail Partners, Ltd., 3355 West Alabama, Suite 110, Houston, Texas 77098 ("Debtor"), and covering (a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto; (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases"); (d) all rights, remedies and privileges of Debtor to enforce the Leases; (e) all other general intangibles of Debtor arising from or relating to the Leases; and (f) all products and proceeds thereof (including insurance proceeds).

A fee of \$34.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,



Ana M. McLaughlin
Legal Assistant

Pool 84

SRIX080218	SRIX080302	SRIX080146	SRIX080187	SRIX080007
SRIX080219	SRIX080303	SRIX080147	SRIX080188	SRIX080362
SRIX080220	SRIX080305	SRIX080148	SRIX080189	SRIX080371
SRIX080221	SRIX080306	SRIX080149	SRIX080190	SRIX080398
SRIX080222	SRIX080307	SRIX080150	SRIX080191	SRIX080281
SRIX080223	SRIX080308	SRIX080151	SRIX080192	SRIX080395
SRIX080224	SRIX080309	SRIX080152	SRIX080193	SRIX080349
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SRIX080228	SRIX080312	SRIX080155	SRIX080196	SRIX080061
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SRIX080232	SRIX080060	SRIX080159	SRIX080200	SRIX080353
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SRIX080234	SRIX080065	SRIX080162	SRIX080202	SRIX080355
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Total Pool 84 this page

200

Pool 84 (continued)

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SRIX080407
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SRIX080391

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Total Pool 84

206
406

Pool 89

SRIX083101
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SRIX083103
SRIX083105
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SRIX083104
SRIX083106
SRIX083107

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Pool 21

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SRIX033664
SRIX033665
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SRIX033669

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Pool 23

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SRIX030160
SRIX030161
SRIX030173
SRIX030174
SRIX030175
SRIX030176
SRIX030178
SRIX030182

10

Pool 26

SRIX082501
SRIX082502
SRIX082503
SRIX082504
SRIX082505
SRIX082506
SRIX082507
SRIX082508
SRIX082509
SRIX082510

10

Pool New (GLNX)

(current)

NATX

50005
50006
50007
50008
50009
50010
50011
50012
50013
50015

(pending)

GLNX

23403
23404
23405
23406
23407
23408
23409
23410
23411
23413

50773
50775
50778
50780
50782
50784
50785
50793
50798
50800

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20

Total this page
Total URP Fleet

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464

MAR 09 '07

-4 47 PM

FOURTH AMENDMENT TO SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This FOURTH AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of February 22, 2007, is between UNITED RAIL PARTNERS, LTD., a Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association (formerly known as Southwest Bank of Texas, N.A.) ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of December 15, 2000, as amended by First Amendment to Loan Agreement dated as of November 1, 2001, Second Amendment to Loan Agreement dated as of March 31, 2003, Third Amendment to Loan Agreement dated as of October 31, 2003, Fourth Amendment to Loan Agreement dated as of April 30, 2006, Fifth Amendment to Loan Agreement dated as of April 30, 2006, and Sixth Amendment to Loan Agreement dated as of February 22, 2007 (collectively, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003, Second Amendment to Security Agreement dated as of October 31, 2003 and Third Amendment to Security Agreement dated as of April 30, 2006 (collectively, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Sixth Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Exhibits. Effective as of the date hereof, Exhibit "A" (Railcars) to the Security Agreement is amended to conform in its entirety to Annex "A" to this Amendment.

ARTICLE II.

Additional Provisions

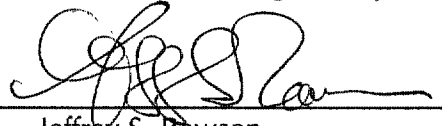
1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).
2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.
3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.
4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.
7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By: 
Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner

By: _____
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: _____
Robert R. Huetten
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: _____
C. Ross Bartley
Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

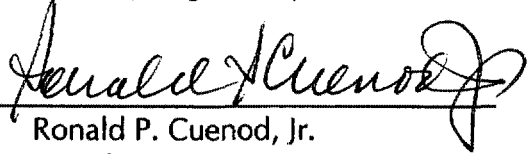
DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By: _____
Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner

By:  _____
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: _____
Robert R. Huette
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: _____
C. Ross Bartley
Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

DEBTOR:

UNITED RAIL PARTNERS, LTD.

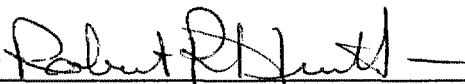
By: RH Investments, Inc., its general partner

By: _____
Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner

By: _____
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By:  _____
Robert R. Huette
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: _____
C. Ross Bartley
Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By: _____
Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner


By: _____
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: _____
Robert R. Huette
President

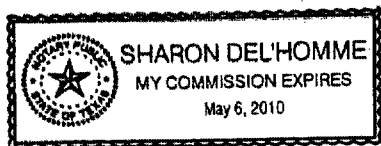
SECURED PARTY:

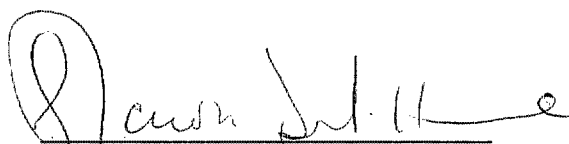
AMEGY BANK NATIONAL ASSOCIATION

By:  _____
C. Ross Bartley
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 20th day of February, 2007, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this ____ day of _____, 2007, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

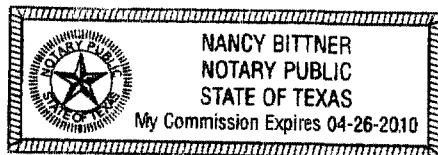
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of _____, 2007, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

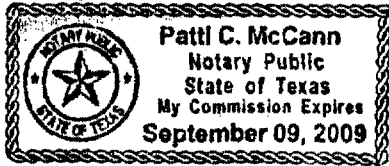
On this 19th day of February, 2007, this instrument was acknowledged before me by Robert R. Huetten, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 22nd day of February, 2007, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Patti C. McCann
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of _____, 2007, this instrument was acknowledged before me by C. Ross Bartley as Vice President of Amegy Bank National Association, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public, State of Texas

List of Annexes
Annex "A" - Railcars

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of _____, 2007, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

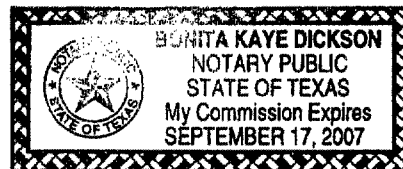
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 22nd day of February, 2007, this instrument was acknowledged before me by C. Ross Bartley as Vice President of Amegy Bank National Association, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



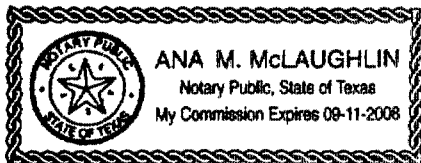
Notary Public, State of Texas

List of Annexes
Annex "A" - Railcars



State of Texas §
 §
County of Harris §

On this 5th day of March, 2007, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the Fourth Amendment to Security Agreement.



Ana M McLaughlin
Notary Public, State of Texas

Annex "A"

Railcars

Pool 84

SRIX080218	SRIX080302	SRIX080146	SRIX080187	SRIX080007
SRIX080219	SRIX080303	SRIX080147	SRIX080188	SRIX080362
SRIX080220	SRIX080305	SRIX080148	SRIX080189	SRIX080371
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SRIX080223	SRIX080308	SRIX080151	SRIX080192	SRIX080395
SRIX080224	SRIX080309	SRIX080152	SRIX080193	SRIX080349
SRIX080225	SRIX080310	SRIX080153	SRIX080194	SRIX080003
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SRIX080231	SRIX080315	SRIX080158	SRIX080199	SRIX080352
SRIX080232	SRIX080060	SRIX080159	SRIX080200	SRIX080353
SRIX080233	SRIX080062	SRIX080161	SRIX080201	SRIX080354
SRIX080234	SRIX080065	SRIX080162	SRIX080202	SRIX080355
SRIX080235	SRIX080347	SRIX080163	SRIX080203	SRIX080356
SRIX080236	SRIX080370	SRIX080164	SRIX080204	SRIX080357
SRIX080237	SRIX080384	SRIX080165	SRIX080205	SRIX080358
SRIX080238	SRIX080386	SRIX080166	SRIX080206	SRIX080359
SRIX080239	SRIX080390	SRIX080167	SRIX080208	SRIX080360
SRIX080240	SRIX080393	SRIX080168	SRIX080209	SRIX080361
SRIX080241	SRIX080394	SRIX080169	SRIX080210	SRIX080363
SRIX080242	SRIX080418	SRIX080170	SRIX080211	SRIX080364
SRIX080285	SRIX080278	SRIX080171	SRIX080212	SRIX080366
SRIX080286	SRIX080279	SRIX080172	SRIX080087	SRIX080367
SRIX080287	SRIX080413	SRIX080173	SRIX080378	SRIX080368
SRIX080288	SRIX080417	SRIX080174	SRIX080389	SRIX080369
SRIX080289	SRIX080405	SRIX080175	SRIX080275	SRIX080372
SRIX080290	SRIX080411	SRIX080176	SRIX080277	SRIX080373
SRIX080291	SRIX080136	SRIX080177	SRIX080280	SRIX080376
SRIX080292	SRIX080137	SRIX080178	SRIX080402	SRIX080377
SRIX080293	SRIX080138	SRIX080179	SRIX080276	SRIX080379
SRIX080294	SRIX080139	SRIX080180	SRIX080282	SRIX080380
SRIX080296	SRIX080140	SRIX080181	SRIX080283	SRIX080383
SRIX080297	SRIX080141	SRIX080182	SRIX080284	SRIX080059
SRIX080298	SRIX080142	SRIX080183	SRIX080001	SRIX080076
SRIX080299	SRIX080143	SRIX080184	SRIX080002	SRIX080077
SRIX080300	SRIX080144	SRIX080185	SRIX080004	SRIX080078
SRIX080301	SRIX080145	SRIX080186	SRIX080005	SRIX080081
40	40	40	40	40

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Pool 84 (continued)

SRIX080082	SRIX080041	SRIX080258	SRIX080392	SRIX080085
SRIX080084	SRIX080042	SRIX080259	SRIX080316	SRIX080088
SRIX080086	SRIX080043	SRIX080260	SRIX080317	SRIX080090
SRIX080089	SRIX080044	SRIX080261	SRIX080318	SRIX080091
SRIX080094	SRIX080045	SRIX080262	SRIX080319	SRIX080092
SRIX080097	SRIX080046	SRIX080263	SRIX080320	SRIX080096
SRIX080098	SRIX080048	SRIX080265	SRIX080321	SRIX080099
SRIX080101	SRIX080049	SRIX080266	SRIX080322	SRIX080102
SRIX080103	SRIX080051	SRIX080267	SRIX080323	SRIX080104
SRIX080106	SRIX080052	SRIX080268	SRIX080324	SRIX080105

SRIX080108	SRIX080055	SRIX080270	SRIX080325	SRIX080107
SRIX080111	SRIX080057	SRIX080271	SRIX080326	SRIX080109
SRIX080114	SRIX080058	SRIX080272	SRIX080327	SRIX080112
SRIX080010	SRIX080385	SRIX080273	SRIX080328	SRIX080115
SRIX080011	SRIX080408	SRIX080274	SRIX080329	SRIX080116
SRIX080012	SRIX080009	SRIX080381	SRIX080330	SRIX080118
SRIX080013	SRIX080027	SRIX080382	SRIX080331	SRIX080119
SRIX080014	SRIX080038	SRIX080066	SRIX080332	SRIX080122
SRIX080015	SRIX080039	SRIX080067	SRIX080333	SRIX080008
SRIX080016	SRIX080040	SRIX080068	SRIX080334	SRIX080126

SRIX080017	SRIX080047	SRIX080069	SRIX080335	SRIX080132
SRIX080018	SRIX080050	SRIX080070	SRIX080336	SRIX080133
SRIX080019	SRIX080053	SRIX080071	SRIX080337	SRIX080134
SRIX080020	SRIX080054	SRIX080072	SRIX080338	SRIX080269
SRIX080021	SRIX080056	SRIX080073	SRIX080339	SRIX080396
SRIX080022	SRIX080064	SRIX080074	SRIX080340	SRIX080397
SRIX080023	SRIX080243	SRIX080075	SRIX080341	SRIX080399
SRIX080024	SRIX080244	SRIX080387	SRIX080342	SRIX080401
SRIX080025	SRIX080245	SRIX080063	SRIX080343	SRIX080404
SRIX080026	SRIX080246	SRIX080406	SRIX080344	SRIX080412

SRIX080028	SRIX080247	SRIX080093	SRIX080345	SRIX080416
SRIX080029	SRIX080248	SRIX080120	SRIX080346	SRIX080400
SRIX080030	SRIX080249	SRIX080121	SRIX080127	SRIX080403
SRIX080031	SRIX080251	SRIX080124	SRIX080128	SRIX080410
SRIX080032	SRIX080252	SRIX080125	SRIX080129	SRIX080414
SRIX080033	SRIX080253	SRIX080123	SRIX080130	SRIX080207
SRIX080034	SRIX080254	SRIX080124	SRIX080131	SRIX080350
SRIX080035	SRIX080255	SRIX080125	SRIX080079	SRIX080365
SRIX080036	SRIX080256	SRIX080126	SRIX080080	SRIX080374
SRIX080037	SRIX080257	SRIX080127	SRIX080083	SRIX080375

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SRIX080415
SRIX080407
SRIX080100
SRIX080250
SRIX080351
SRIX080391

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Total Pool 84

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406

Pool 89

SRIX083101
SRIX083100
SRIX083103
SRIX083105
SRIX083102
SRIX083104
SRIX083106
SRIX083107

8

Pool 21

SRIX033660
SRIX033661
SRIX033662
SRIX033663
SRIX033664
SRIX033665
SRIX033666
SRIX033667
SRIX033668
SRIX033669

10

Pool 23

SRIX030158
SRIX030159
SRIX030160
SRIX030161
SRIX030173
SRIX030174
SRIX030175
SRIX030176
SRIX030178
SRIX030182

10

Pool 26

SRIX082501
SRIX082502
SRIX082503
SRIX082504
SRIX082505
SRIX082506
SRIX082507
SRIX082508
SRIX082509
SRIX082510

10

Pool New (GLNX)

(current)

(pending)

NATX

GLNX

50005

23403

50006

23404

50007

23405

50008

23406

50009

23407

50010

23408

50011

23409

50012

23410

50013

23411

50015

23413

50773

23573

50775

23575

50778

23576

50780

23578

50782

23579

50784

23580

50785

23581

50793

23583

50798

23586

50800

23587

20

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Total URP Fleet

58
464